

**From:** Chris Oxenreider  
**To:** Microsoft ATR  
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**Subject:** Microsoft Settlement. (NAY)

To whom it may concern:

I find that the proposed final judgment against Microsoft lacks in a great number of areas. Specifically I wish to highlight these important places where improvement, in my opinion, should be sought.

- 1) The settlement is too full of specific industry jargon which may become obsolete or rendered useless within a short span of time.
- 2) Microsoft to pay the legal fees for the DOJ.

Microsoft has been proven in court to have been a monopoly. It is customary and usual for the party who has been found against to also pay the legal fees of the winning party, including, but not limited to the DOJ and the states Attorney Generals offices involved.

- 3) Divesting Microsoft of it's non-software business interests.

Microsoft is a monopoly. Allowing it to continue to own, hold or have influence over it's competition (Apple) through direct investment should be prohibited. Allowance for grants and gifts may be allowed provided that they come unencumbered.

Microsoft should not be allowed to own any hardware or service providing (Internet, travel, shopping, video games, print media, etc) business that is not directly related to it's operating system or applications.

Microsoft should be limited to it's software business and not allowed to own or have major holdings (25%) in telecommunications, travel, banking, industrial, utility, or commerce business where it's full weight and power may be used to allow it to gain additional monopoly standing.

Microsoft's interest, in whole or in part, in Internet service providing companies is akin to allowing Standard Oil to continue as it was, but then allowing it to buy companies that make oil using equipment and engineering them to become less oil efficient so as to use more standard oil.

- 4) Limitations on Microsoft for the purchase/acquisition of other

technologies and companies (world wide). Microsoft may no longer purchase technology or software companies outright. It may license on a non-exclusive basis from those companies.

5) Inadequate penalties against Microsoft.

No monetary awards have been stated to help those companies that have been hurt by Microsoft's monopoly status (Microware, Netscape, SUN, etc).

6) Microsoft will be fair and create a 'Chinese wall' between the Operating system division and the Applications division and only the publicly published API interfaces from the documentation of each may be used to develop software within Microsoft.

If the Applications developers can only use the published 'API's from the Operating system developers and vice versa. No unpublished 'faster' Microsoft exclusive API's will be created.

7) Inadequate definitions. Examples include Compromised security, and anti-privacy.

8) Microsoft shall not overly encumber competitive analysis of its software by unduly restricting its license agreements to prohibit competitive analysis (for example as Oracle on NT vs Solaris).

9) No provisions for fostering competitive software creators.

There are no provisions for fostering (via monetary penalties) other alternative software and operating systems. Unencumbered university grants and gifts. Grants and gifts to independent software developers, consultants and individuals. Microsoft may license the technologies from the above mentioned, but may not have exclusive right to those technologies.

10) No provisions for fostering competitive operating systems.

Microsoft shall agree to make available the 20 (minimally) most popular software applications for home and the 20 (minimally) most popular software applications for business applications on the top 10 competing operating systems.

Said software will be identical to that released for its own operating system in features. Software for the top 5 competitive operating systems shall be available no more than 90 days after the release for its own operating system, and no more than 180 days for the remaining operating systems.

11) Inadequate oversight of Microsoft post settlement.

- 1) The TC should be 7 people (1 Microsoft selected member, 3 plaintiff selected members, and 1 designated representative each from the groups IEEE, IETF and NIST [or their successors/assigns] ).
  - 2) Define 'any competitor to Microsoft' (does that mean any LINUX users)
  - 3) no provision for input from enlightened public members
- 12) Stipulation that Microsoft must adhere not only to the letter of the law but the spirit of the law as well.
- 13) Termination should be no less than 15 years and no more than 35 years.
- 14) Inadequate stipulations that Microsoft must adhere to international and Internet (IETF, RFC, et al), POSIX, etc [or their successors and assigns] with out rendering them incompatible in the Microsoft implementation.
- 15) Inadequate stipulations for opening Microsoft's standards to allow interoperability from competitive software creators with out encumbering non-disclosure, or requisite partnerships or strategic alliances. Example: Opening the standards for .doc and presentation format so a competitive interface to an 'outlook client' might be created.
- 16) Exclusive use of Microsoft owned and or operated information distribution systems as the sole point for the dissemination of data regarding interoperability.
- The use of a wholly owned Microsoft network at the control of Microsoft to disseminate information about how to create compatible software seems counter intuitive. Minimally, this information should be freely available from a Microsoft supported third party. Information above and beyond what is required by the final judgment may be on Microsoft network for a fee is not unreasonable.
- 17) Inadequate allowance for 'open source' developers to flourish.

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